
SECTION F – DELIVERIES AND PERFORMANCE

F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

Clause(s) at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause.

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

| <u>CLAUSE NUMBER</u> | <u>DATE</u> | <u>TITLE</u> |
|--------------------------|-------------|---|
| 52.242-15 | AUG 1989 | STOP-WORK ORDER (<i>Applicable to fixed-price only</i>); ALTERNATE 1 (APR 1984) (<i>Applicable to cost-reimbursable only</i>) |
| 52.242-17 | APR 1984 | GOVERNMENT DELAY OF WORK |
| 52.247-34 | NOV 1991 | F.O.B. DESTINATION |

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) PROVISIONS

| <u>CLAUSE NUMBER</u> | <u>DATE</u> | <u>TITLE</u> |
|--------------------------|-------------|--------------|
|--------------------------|-------------|--------------|

NONE INCORPORATED BY REFERENCE

(End of Clauses Incorporated By Reference)

F.2 BILLS OF LADING (NFS 1852.247-73) (JUN 2002)

The purpose of this clause is to define when a commercial bill lading or a government bill of lading is to be used when shipment of deliverable items under this contract are Free On Board (F.O.B) Origin. Unless otherwise specified in the Task Order and authorized in advance by the Contracting Officer, deliveries under this contract shall be made F.O.B Destination

- (a) Commercial Bills of Lading. All domestic shipments shall be made via commercial bills of lading (CBLs). The Contractor shall prepay domestic transportation charges.

The Government shall reimburse the Contractor for these charges if they are added to the invoice as a separate line item supported by the paid freight receipts. If paid receipts in support of the invoice are not obtainable, a statement as described below must be completed, signed by an authorized company representative, and attached to the invoice.

“I certify that the shipments identified below have been made, transportation charges have been paid by (company name), and paid freight or comparable receipts are not obtainable”.

Contract Number: **NNJ13HA01C**

Destination:

(b) Government Bills of Lading.

(1) International (export) and domestic overseas shipments of items deliverable under this contract shall be made by Government Bills of Lading (GBLs). As used in this clause, “domestic overseas” means non-continental United States, i.e. Hawaii, Commonwealth of Puerto Rico, and possessions of the United States.

(2) At least 15 days before shipment, the Contractor shall request in writing GBLs from:

JSC Transportation Officer
Building 420
NASA Johnson Space Center
2101 NASA Parkway
Houston, TX 77058-3696

If time is limited, requests may be by telephone:

Requests for GBLs shall include the following information:

- (i) Item identification/ description
- (ii) Origin and destination
- (iii) Individual and total weights
- (iv) Dimensional Weight
- (v) Dimensions and total cubic footage
- (vi) Total number of pieces
- (vii) Total dollar value
- (viii) Other pertinent data

(End of clause)

F.3 FLIGHT ITEM (JSC 52.247-95) (SEP 1989)

Block 16 of each DD Form 250 prepared for hardware or equipment to be shipped under this contract must be annotated as follows in ¼-inch letters or larger by hand printing or rubber stamp:

“THIS IS A FLIGHT ITEM” or “THIS IS MISSION ESSENTIAL GROUND SUPPORT EQUIPMENT”, as applicable.

(End of clause)

F.4 PLACE OF PERFORMANCE

The place of performance for the work called for hereunder will be the NASA/JSC/2101 NASA Parkway Houston, TX 77058 and other locations where the requirements are specified by the Task Orders.

(End of clause)

F.5 COMPLETION OF WORK

The base period of performance of this contract shall be **from May 1, 2013 through April 30, 2018**. All work required under this contract, including submission of all reports, shall be completed on or before **April 30, 2018**. Task Orders placed prior to the expiration date of this contract shall remain in full force and effect until deliveries have been completed and payment has been made.

(End of clause)

F.6 SHIPPING INSTRUCTIONS

- (a) All documentation and hardware to be shipped to JSC shall be shipped as identified below:

Parcel Post Shipments and Freight Shipments

Ship to: Transportation Officer,
Building 420
NASA Johnson Space Center
2101 NASA Parkway
Houston, TX 77058-3696

Mark for: Contracting Officer Representative
Mark With: Contract Number: **NNJ13HA01C**
For reissue to: Jefferson Dutton
EA2
Bldg.1 Rm. 715E

- (b) Unless otherwise authorized in advance by the Contracting Officer, deliveries under this contract shall be made between the hours of **7:30 a.m. and 3:30 p.m.**, Monday through Friday, excluding Federal holidays.

Hardware may be required to be shipped to locations other than those identified above in the performance of this contract; the “ship to; mark for; for reissue to” information shall be modified as necessary to annotate the appropriate information for each shipment.

(End of clause)

F.7 PHASE-IN, PHASE-OUT AND CLOSE-OUT

(a) Contractor Phase-In

- (1) The services provided by this contract are vital to the Government’s overall effort. Therefore, continuity of these services must be maintained at a consistently high level without disruption. The Contractor is expected to meet full performance requirements upon contract start through the life of the contract.
- (2) The Phase-In period shall not exceed **60 calendar days** prior to the start date of the base contract period. The Contractor shall accomplish Phase-In in accordance with the Contract Phase-In Plan, Attachment J-10.
- (3) Once the 60 calendar day phase-in period is complete, the Contractor shall assume full responsibility for the effort covered by the SOW and as issued through Task Orders.
- (4) During phase-in, the Contractor (at a minimum) shall:
 - (i) Participate in meetings with the predecessor Contractor(s) to identify and discuss problems or areas requiring attention during the phase-in period; and
 - (ii) Perform all activities described in the Contractor’s phase-in plan submitted with its proposal, and all activities necessary, to ensure effective transfer of all effort from the predecessor Contractor(s) and readiness to assume full contract performance. As a minimum, phase-in must include the following: all personnel must be trained and must meet contract requirements (e.g., certifications, permits); all Installation Accountable/Government Furnished Property must be inventoried; qualified staff must be available and ready to assume performance

(and must have obtained security clearances (if required) and been badged by JSC).

- (5) The total firm fixed price of all Phase-In activities shall not exceed the price set forth in clause B.3 - Contract Phase-In (Firm Fixed Price). Any costs incurred in excess of this amount shall be unallowable under this or any other government contract.

(b) Contractor Phase-Out/Close-out

- (1) Prior to contract completion, a successor Contractor(s) may be selected to perform the work requirements covered by the SOW. The Contractor shall conduct an orderly phase-out of contract activities prior to completion of this contract and assumption of responsibility for the effort described in the SOW by a successor Contractor(s). The Contractor shall remain responsible for the effort covered by the SOW during phase-out activities.
- (2) Upon written notice by the Contracting Officer, the Contractor shall conduct phase-out activities for up to **90 calendar days** prior to the contract completion date, including:
- (i) Support periodic meetings with the successor Contractor(s) to identify and discuss problems or areas requiring attention during the phase-out period; and
- (ii) Negotiate in good faith, a plan with the successor Contractor(s) to determine the nature and extent of phase-in and phase-out activities required. The plan shall include effective transfer of all effort to the successor Contractor(s); training of personnel; and any other agreements or steps necessary to ensure a smooth transition between the contracts. The plan shall be subject to the Contracting Officer's approval.
- (3) Close-Out activities shall be accomplished in accordance with FAR 52.237-3 "Continuity of Services." The Contractor shall accomplish Close-Out in accordance with DRD MGMT-14, Contract Closeout Plan.

(End of clause)

F.8 OPTION TO EXTEND

The Government may require the contractor to continue to perform services under this contract. The contracting officer may exercise this option by issuance of a unilateral contract modification 30 days or more before the completion date set forth in Section F. Should the option be exercised, the resultant contract will include all terms and conditions of the basic contract as it exists immediately prior to the exercise of the option, except for the following changes:

Option 1:

1. B.6 (a) entitled “MINIMUM/MAXIMUM IDIQ POTENTIAL CONTRACT VALUE” will be modified to reflect the addition of \$437,500,000 to the Not To Exceed (NTE) value. This increases the NTE value to \$1,456,300,000.

2. F.5, entitled “COMPLETION OF WORK,” will be modified to state:

“All work required under this contract, including submission of all reports, shall be completed on or before **April 30, 2020**”

3. I.5, entitled “ORDERING” will be modified to state:

“Such orders may be issued from **May 1, 2013** through **April 30, 2020.**”

Option 2:

1. B.6 (a) entitled “MINIMUM/MAXIMUM IDIQ POTENTIAL CONTRACT” will be modified to reflect the addition of \$478,400,000 to the NTE value. This increases the NTE value to \$1,934,700,000.

2. F.5, entitled “COMPLETION OF WORK,” will be modified to state:

“All work required under this contract, including submission of all reports, shall be completed on or before **April 30, 2022**”

3. I.5, entitled “ORDERING” will be modified to state:

“Such orders may be issued from **May 1, 2013** through **April 30, 2022.**”

(End of Clause)

[END OF SECTION]